

**PLAINTIFFS'**

**EXHIBIT**

**"B"**

**Documents Attached:**

Copy of Contract between  
Plaintiff Tony L. Ware, CEO and Fidelity  
Financial Service, Inc. a dummy  
Corporation

FIDELITY FINANCIAL SERVICES INC  
7844 N DRUIDHILLS RD 104  
DECATUR, GA 30053

ACCOUNT NUMBER	TYPE	DATE FINANCE CHARGE BEGINS TO ACCRUE	IF OTHER THAN DATE OF LOAN
433821601	F	03/11/81	

BORROWERS NAMES MAILING ADDRESS (CALLED R. ME and MY)

NAME: JIM TERRY L.  
147 MCKEY AVE - 227 SW  
ATLANTA, GA. 30319

DATE OF LOAN	FIRST DUE DATE	OTHER PAY DAYS PER MONTH & NO. OF MONTHS LAST DAY OF MONTH	FINAL DUE DATE	FIRST PAYMENT \$	REGULAR PAY \$	REMARKS
5/11/78	8/11/78		05/11/79	253.60	253.60	MONTHLY PAYMENTS

### ITEMIZATION OF AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED		Amount	Check To
\$ 4488.29	Amount Paid to me or on my behalf		
\$ 100.00	Paid on Prior Account with Lender	\$ 500.00	
\$ 100.00	Premium to Life Ins. Co.	\$ 100.00	
\$ 100.00	Premium to Disability Ins. Co.		
\$ 100.00	Premium to Property Ins. Co.		
\$ 100.00	Premium to Vehicle Ins. Co.		
\$ 100.00	Premium to Unemployment Ins. Co.		
\$ 100.00	Credit Bureau		
\$ 100.00	Title Exam Fee/Title Insurance		
\$ 100.00	To Appraiser for Appraisal Fee		
\$ 100.00	Intangible Taxes		
\$ 100.00	To Public Officials for Recording & Releasing Fee		
\$ 4488.29	Amount Financed (Sum of Lines 1 thru 12)		
\$ 7929.54	<b>FINANCE CHARGE</b>		
\$ 28.50	<b>% ANNUAL PERCENTAGE RATE</b>		
\$ 7501.62	Total of Payments (13 + 14)		

### PROMISSORY NOTE

the construction, validity and effect of this loan shall be governed by the Laws of the State of Georgia. Plural words shall mean both the singular and the plural.

more at any time I will pay at your business address or other address given me. If more than one borrower is named above, you may enforce this loan agreement against any Borrowers, but not in a combined amount greater than amount owed. After final due date, I will pay Finance Charge at the Annual Percentage Rate stated above on any unpaid balance until paid in full.

**DATE ON WHICH FINANCE CHARGE BEGINS** Shall be the date of the loan. If this loan is secured by real estate and I do not cancel this loan, the date on which Finance Charge begins and effective date of any credit insurance purchased shall be on the date as shown above in section "Finance Charge Begins To Accrue"

**INTEREST RATE.** As of Date of this Loan the Interest Rate is the same as the Annual Percentage Rate disclosed above

**LATE CHARGE** If I don't pay any payment within 5 days after its due date, I will also pay 10% of the unpaid amount of the payment, but not more than one Late Charge shall be collected on the same installment regardless of the period of delinquency

**PREPAYMENT** If I fully prepay before the final due date the amount I owe will be reduced by the unearned Finance Charges, determined by  $\frac{1}{2}$  The Rule of 78ths — Sum of the Digits Method, unless I renew or an additional loan is made by you, in such event, the amount I owe will be reduced by the unearned Finance Charges determined by the "Rule of 78ths". No rebate of less than \$1.00 need be made. Upon prepayment in full, any credit insurance coverage in force shall terminate and a rebate of unearned insurance premiums will be made as required by law

**USURY** If my loan is paid in full before my Final Due Date for any reason, in no circumstances will you retain any interest or charges which may be deemed to be interest, which would result in a rate of interest greater than 5% per month

**INSUFFICIENT FUNDS/CHECKS** I will pay you a service charge for any check given by me to you that is returned by my bank because of insufficient funds in my account or because my account has been closed. The amount of the service charge is governed by Georgia law

**DEFERRAL CHARGES** If a payment is unpaid more than 5 days instead of a late charge you may move the dates of all unpaid payments ahead one or more full months. The charge for this is  $\frac{1}{12}$ th of the Annual Percentage Rate times these unpaid payments times the number of payments remaining on the loan

**CONVERSION PRIVILEGE** If two (2) payments or a portion are more than 5 days late you may change this precomputed loan to a loan upon which the Finance Charge is computed upon unpaid balances at the Annual Percentage Rate shown above after first making a rebate of unearned precomputed Finance Charges and rebating any default or deferral charges made. The rebate of the unearned Finance Charges shall be determined by the Actuarial Method

**FAILURE TO PAY** If I don't pay on time or fail to do anything I have agreed to do in the Note or Security Agreement, I am in default. If I am in default you can demand all the remaining payments to be due at once and you may sue me for the total amount I owe, less the unearned Finance Charge determined by the "Actuarial Method" using the Annual Percentage Rate shown above and the unearned portion of the loan finance charges is computed by using only the fully unexpired monthly payments as originally scheduled or deferred after the date of default. I will also pay attorney fees and any judgment against me may include attorney fees of 15% of the amount for which you sue me. If I default on my payment you may also cancel any purchased insurance and use the premium refunds to reduce the amount I owe you

If I pay any payments late or any partial payments and you accept them without declaring the full balance due you still may choose to do so even though you accepted the payment. This acceptance of the late or partial payment does not change any of your rights or change the terms of this loan

**SECURITY** (1) You may use any benefits (including premium refunds on purchased insurance) from insurance purchased or required under this loan to pay amounts I owe. (2) If box "x'd" below Personal Property or Motor Vehicle, I give you a Security Interest under the Uniform Commercial Code in any property listed below. If I don't pay on time, you may require me to make the property available for you at a mutually convenient place of your choice. (3) If box "x'd" Real Estate below, there is a Deed to Secure Debt on my real estate, located at my address above unless a different address is stated below. In the event of default and if this loan is secured by a Deed to Secure Debt, the loan is also secured by an assignment of rents on the real estate

The construction, validity and effect of this loan shall be governed by the Laws of the State of Georgia. Plural words shall mean the singular and singular words shall mean the plural

#### SECURITY AGREEMENT

See reverse side for Terms and Conditions of Security Agreement

Description of secured property

- ☐ Personal property more particularly described and identified as Exhibit A
- ☐ Other (describe)

- ☒ Motor Vehicle Make Dodge Year Model 1987 Model Heckler Serial No 1P31AK8R517882
- ☐ Real Estate located at my address above unless a different address stated here. Property is more particularly described and identified in the Deed to Secure Debt between you and I and of even date

- ☐ Lender is retaining its purchase money security interest in a certain sales finance contract dated \_\_\_\_\_ between Borrower and \_\_\_\_\_ (Name of Seller)

If the proceeds of this loan are applied in whole or in a substantial part to a purchase of goods or services from a Seller who referred me to you then the following notice is applicable

#### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

#### NOTICE TO CONSUMER — (BORROWER)

- (a) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ALL PAPERS THAT YOU SIGNED
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE FULL AMOUNT DUE UNDER THIS AGREEMENT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE INTEREST CHARGES
- (d) YOU ARE NOT REQUIRED TO PURCHASE NONCREDIT INSURANCE AS A CONDITION OF OBTAINING THIS LOAN
- (e) BY SIGNING BELOW, YOU AUTHORIZE THE LENDER TO TAKE POSSESSION OF ANY COLLATERAL WHICH SECURES THIS LOAN BY MEANS OTHER THAN LEGAL PROCESS IF YOU DEFAULT AS PROVIDED IN YOUR LOAN DOCUMENTS

Borrower(s) execute the above Note and, if applicable, the Security Agreement and acknowledge receipt of a completed copy of this document signed on the above "Date of Loan". If this loan is secured by real estate, Borrower(s) also acknowledge receipt of the appropriate number of copies of a "Notice of Right To Cancel" as required by Federal Law. Borrower(s) understand that the Terms and Conditions of the Security Agreement are on the reverse side and are a part of this Agreement

FIDELITY FINANCIAL SERVICES INC.

By [Signature]  
MANAGER/AGENT

Signed [Signature] Borrower

Signed \_\_\_\_\_ Borrower

Signed \_\_\_\_\_ Borrower

**PLAINTIFFS'**

**EXHIBIT**

**“C”**

**Document Attached**

**Press Release showing Defendant FleetBoston  
formerly known as BankBoston Corporation  
selling its Dummy Corporation Fidelity  
Acceptance Corporation to Norwest Financial, Inc.**

FOR IMMEDIATE RELEASE

Contact: Karen Schwartzman  
Media Relations  
(617) 434-7594

**BANKBOSTON COMPLETES SALE OF FIDELITY ACCEPTANCE CORPORATION  
TO NORWEST FINANCIAL INC**

BOSTON, MA, September 2, 1997 – BankBoston Corporation (NYSE:BKB) announced today that it has completed the sale of Fidelity Acceptance Corporation (FAC), its consumer finance subsidiary, to Norwest Financial, Inc., a subsidiary of Norwest Corp. (NYSE:NOB). Under the terms of the agreement, BankBoston received total proceeds of \$343 million – resulting in an after-tax gain of \$40 million. Additionally, under the terms of the agreement, Norwest has repaid BankBoston \$749 million in outstanding debt obligations.

Fidelity Acceptance Corporation is a 68-year-old company primarily engaged in the business of sub-prime auto lending. BankBoston acquired FAC in July 1993 as part of the Corporation's \$240 million acquisition of Society for Savings, a state-chartered savings bank in Connecticut.

BankBoston (NYSE:BKB), with assets of \$66.1 billion as of June 30, 1997, was founded in 1784 and is the 15th-largest bank holding company in the United States. BankBoston is engaged in: consumer banking in southern New England; financing to selected corporations regionally, nationally and internationally; and full-service banking in key Latin American markets. The Corporation and its subsidiaries operate through a network of offices in the United States and through more than 100 offices in 23 countries in Latin America, Europe and Asia, the third-largest overseas network of any U.S. bank. The Corporation's common and preferred stocks are listed on the New York and Boston stock exchanges.

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100 Federal Street  
PO Box 2016  
Boston, MA 02106-2016

RETURN SERVICE REQUESTED

Tony L. Ware  
T. L. Ware Bottling Company  
P. O. Box 150524  
Atlanta, GA 30315

MA 0302

PB  
METER  
7120447

0255

U.S. POSTAGE

044444 30315

